

THE TENNESSEE REGULATORY AUTHORITY

AT NASHVILLE, TENNESSEE

May 6, 2002

IN RE:

ALLEGED VIOLATIONS OF TENN.
CODE ANN. §65-4-401 *et seq.*, DO-NOT-
CALL SALES SOLICITATION LAW,
AND RULES OF TENNESSEE
REGULATORY AUTHORITY, CHAPTER
1220-4-11, BY:

JEREMY HASKIN a/k/a JEREMY
HASKINS d/b/a JEREMY HASKINS
INSURANCE COMPANY a/k/a JEREMY
HASKIN INSURANCE COMPANY

DOCKET NO. 01-00244

ORDER APPROVING SETTLEMENT AGREEMENT

This matter came before the Tennessee Regulatory Authority ("Authority" or "TRA") at a regularly scheduled Authority Conference held on April 16, 2002, for consideration of a proposed Settlement Agreement between the Consumer Services Division of the TRA (the "CSD") and Jeremy Haskin, a.k.a. Jeremy Haskins d/b/a Jeremy Haskins Insurance Company a.k.a. Jeremy Haskin Insurance Company ("Mr. Haskin" or the "Company") of violations of the Tennessee Do-Not-Call Telephone Sales Solicitation statutes, Tenn. Code Ann. § 65-4-401 *et seq.* The proposed Settlement Agreement is attached hereto as Exhibit A.

Tenn. Code Ann. § 65-4-404 and Tenn. Comp. R. & Regs. 1220-4-11-.07(1) prohibit persons and entities from knowingly making or causing to be made telephone sales solicitation calls to any residential subscribers in this state who have given timely and proper notice to the Authority of their objection to receiving telephone solicitations. Tenn. Code Ann. § 65-4-405(d) requires persons or entities desiring to make telephone

solicitations to residential subscribers to register in the Do-Not-Call program. Tenn. Code Ann. § 65-4-405(f) authorizes the Authority to initiate proceedings relative to violations of the Do-Not-Call statutes and the TRA rules and regulations (Tenn. Comp. R. & Regs. 1220-4-11-.01 *et seq.*) promulgated pursuant to the Do-Not-Call statutes. "Such proceedings may include without limitation proceedings to issue a cease and desist order, to issue an order imposing a civil penalty up to a maximum of two thousand dollars (\$2,000) for each knowing violation and to seek additional relief in any court of competent jurisdiction." Tenn. Code Ann. § 65-4-405(f).

Between November 2 and December 27, 2000, the CSD received eight (8) complaints against the Company from Tennessee consumers whose residential telephone numbers were properly and timely registered on the Tennessee Do-Not-Call Register. During the investigation of these complaints, the CSD determined that Mr. Haskin was not registered as a solicitor at the time of the first alleged solicitation. Mr. Haskin faced a maximum civil penalty of eighteen thousand dollars (\$18,000) for the eight (8) allegedly improper solicitations and the failure to register in the Do-Not-Call program.

The proposed Settlement Agreement was negotiated as the result of the CSD's investigation into the complaints against Mr. Haskin. In negotiating the terms and conditions of this Settlement Agreement, the CSD took into consideration Tenn. Code Ann. § 65-4-116(b), which provides:

In determining the amount of the penalty, the appropriateness of the penalty to the size of the business of the person, firm or corporation charged, the gravity of the violation and the good faith of the person, firm or corporation charged in attempting to achieve compliance, after notification of a violation, shall be considered. The amount of the penalty, when finally determined, may be deducted from any sums owing by the state to the person, firm or corporation charged or may be recovered in a civil action in the courts of this state.

The Company is located in Murfreesboro, Tennessee and has no employees. The CSD's investigation revealed that Mr. Haskin has no known history of violating the statutes and rules enforceable by the Authority and has not engaged in a pattern of continued violations of Tenn. Code Ann. § 65-4-401 *et seq.*

Upon receiving notice of the alleged violations, Mr. Haskin cooperated with the CSD's investigation of the above mentioned complaints. After receiving notice of the complaints, he contacted the CSD and expressed an interest in resolving this matter.¹ In addition, Mr. Haskin ceased making and agreed to no longer make telephone solicitations to residential customers in Tennessee. The CSD has received no complaints against Mr. Haskin since December 27, 2000.

As a part of this Settlement Agreement, Mr. Haskin agrees to implement measures, as outlined in Exhibit A, to prevent similar occurrences in the future. In addition, Mr. Haskin will pay to the Authority the amount of five thousand dollars (\$5,000) in settlement of these complaints as authorized by TENN. CODE ANN. §65-4-405(f). Mr. Haskin agrees to remit the amount of three thousand dollars (\$3,000.00) to the Office of the Executive Secretary of the TRA no later than the day the Directors of the TRA approve this Settlement Agreement.² The remaining two (2) installments of one thousand dollars (\$1,000.00) each shall be remitted to the TRA no later than the first business day of each month for the next two (2) consecutive months. Upon payment of the amount of five thousand dollars (\$5,000.00) in compliance with the terms and conditions of this Settlement Agreement, Mr. Haskin is excused from further proceedings in this matter.

¹ During the investigation, Mr. Haskin informed the CSD that he had been out of the country when his wife received the notice of violation and he ceased all telephone solicitation once he read the notice of violation upon his return. The last alleged solicitation occurred on December 15, 2001.

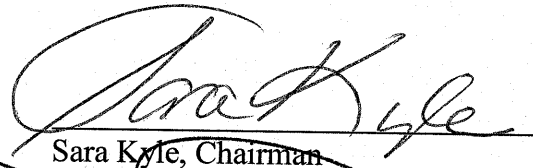
² The payments may be made in the form of a check, payable to the Tennessee Regulatory Authority, referencing TRA Docket No. 01-00244.

Following a review of the Settlement Agreement, the Directors voted unanimously to accept and approve the Settlement Agreement.

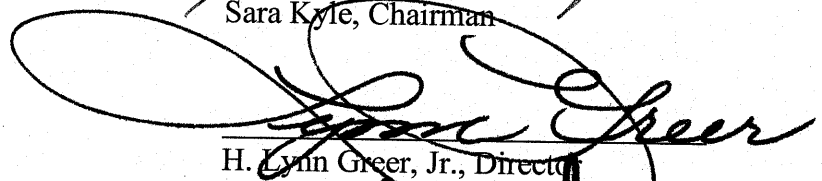
IT IS THEREFORE ORDERED THAT:

1. The Settlement Agreement, attached hereto as Exhibit A, is accepted and approved and is incorporated into this Order as if fully rewritten herein.
2. The amount of five thousand dollars (\$5,000) shall be paid by Mr. Haskin into the Public Utilities Account of the TRA. Mr. Haskin shall remit the amount of three thousand dollars (\$3,000.00) to the Office of the Executive Secretary of the TRA on the date of approval of this Settlement Agreement. The remaining two (2) installments of one thousand dollars (\$1,000.00) each shall be paid to the TRA no later than the first business day of each month for the next two (2) consecutive months.

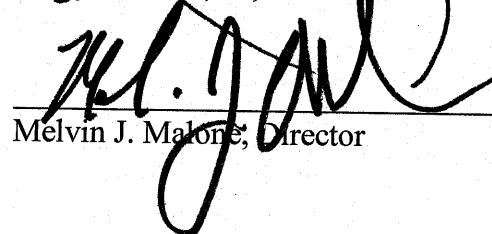
3. Upon payment of the amount of five thousand dollars (\$5,000), Mr. Haskin is excused from further proceedings in this matter, provided that, in the event of any failure on the part of Mr. Haskin to comply with the terms and conditions of the Settlement Agreement, the Authority reserves the right to re-open this docket.



Sara Kyle, Chairman




H. Lynn Greer, Jr., Director



Melvin J. Malone, Director

ATTEST:



K. David Waddell, Executive Secretary

THE TENNESSEE REGULATORY AUTHORITY

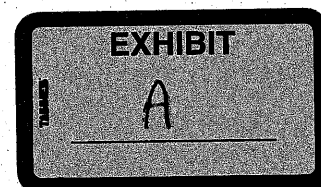
AT NASHVILLE, TENNESSEE

IN RE:)	
)	DOCKET NO. 01-00244
ALLEGED VIOLATIONS OF TENN.)	DO-NOT-CALL T00-00422
CODE ANN. §65-4-401 <i>et seq.</i> , DO-NOT-)	PROGRAM T00-00423
CALL SALES SOLICITATION LAW,)	FILE NUMBERS T00-00426
AND RULES OF TENNESSEE)	T00-00470
REGULATORY AUTHORITY, CHAPTER)	T00-00483
1220-4-11, BY:)	T00-00518
)	T00-00520
JEREMY HASKIN, a.k.a. JEREMY)	T01-00005
HASKINS d/b/a JEREMY HASKINS)	
INSURANCE COMPANY, a.k.a. JEREMY)	
HASKIN a.k.a. JEREMY HASKIN)	
INSURANCE COMPANY)	

SETTLEMENT AGREEMENT

This Settlement Agreement has been entered into between the Consumer Services Division ("CSD") of the Tennessee Regulatory Authority ("TRA") and Jeremy Haskin, a.k.a. Jeremy Haskins d/b/a Jeremy Haskins Insurance Company a.k.a. Jeremy Haskin Insurance Company ("Mr. Haskin") and is subject to the approval of the Directors of the TRA. Mr. Haskin operates an insurance business located in Murfreesboro, Tennessee.

This Settlement Agreement pertains to eight (8) separate complaints received by the CSD alleging that Mr. Haskin violated the Tennessee Do-Not-Call Telephone Sales Solicitation law, TENN. CODE ANN. § 65-4-404, and TENN. COMP. R. & REGS. 1220-4-11.07(1), by knowingly making or causing to be made telephone sales solicitation calls to eight (8) residential subscribers in this state who had given timely and proper notice to the TRA of their objection to receiving



telephone solicitations. On November 2, 2000, the CSD received the first complaint against Mr. Haskin, which alleged that the complainant, a person properly listed on the Tennessee "Do Not Call" register, had received a telephone solicitation pertaining to health insurance on October 28, 2000. Through its investigation, the CSD determined the origin of the call was from the telephone service of Jeremy Haskin. On November 27, 2000, the CSD provided Mr. Haskin with notice, via certified mail, of the first complaint and informed him of the legal requirement to register in the Do-Not-Call Program prior to engaging in telephone solicitation. The CSD provided notice of each additional violation to Mr. Haskin via certified mail. The CSD received the last complaint related to Mr. Haskin on December 27, 2000 regarding a solicitation call pertaining to health insurance that occurred on December 15, 2000.

TENN. CODE ANN. § 65-4-405(f) authorizes the TRA to assess penalties for violations of the Tennessee Do-Not-Call statutes, including the issuance of a cease and desist order and the imposition of a civil penalty of up to a maximum of two thousand dollars (\$2,000) for each knowing violation. The maximum fine faced by Mr. Haskin in this proceeding is eighteen thousand dollars (\$18,000), arising from the eight (8) complaints and the failure to register in the Do-Not-Call Program. CSD relied upon the factors stated in TENN. CODE ANN. § 65-4-116(b) during the negotiations that resulted in this agreement, including the size of Mr. Haskin's business, his financial status, good faith and the gravity of the violations.

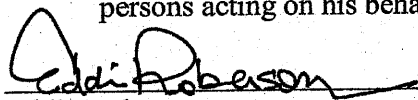
Mr. Haskin is an insurance agent working in Murfreesboro, Tennessee. In response to the complaints, Mr. Haskin asserts that his superior at National Health Insurance Company directed him to purchase and use the computer and data base which caused the violations. As a part of this settlement agreement, Mr. Haskin has ceased making and will no longer make telephone solicitation calls to Tennessee consumers.

In an effort to resolve these eight (8) complaints, represented by the file numbers above, CSD and Mr. Haskin agree to settle this matter based upon the following acknowledgements and terms subject to approval by the Directors of the TRA:

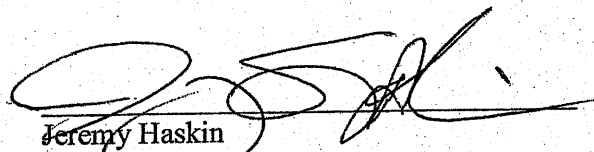
1. Mr. Haskin neither admits nor denies that the above mentioned eight (8) complaints are true and valid complaints and are in violation of TENN. CODE ANN. §65-4-404 and TENN. COMP. R. & REGS. 1220-4-11.07(1).
2. Mr. Haskin agrees to a settlement payment of five thousand dollars (\$5,000.00) for these complaints as authorized by TENN. CODE ANN. §65-4-405(f), and agrees to remit the amount of three thousand dollars (\$3,000.00) to the Office of the Executive Secretary of the TRA no later than the day the Directors of the TRA approve this Settlement Agreement.¹ The remaining two (2) installments of one thousand dollars (\$1,000.00) each shall be remitted to the TRA no later than the first business day of each month for the next two (2) consecutive months. Upon payment of the amount of five thousand dollars (\$5,000.00) in compliance with the terms and conditions of this Settlement Agreement, Mr. Haskin is excused from further proceedings in this matter.
3. In addition to the payment of five thousand (\$5,000) dollars, Mr. Haskin agrees to cease all telephone solicitation calls to Tennessee residential consumers.
4. Provided Mr. Haskin fully complies with the terms of this Settlement Agreement, the TRA agrees that it will not pursue any claims, or seek payment of any civil penalties against Mr. Haskin for alleged violations of the Tennessee Do Not Call Sales Solicitation Law and regulations occurring prior to the date of the Agreement.

¹ The payment may be made in the form of a check, payable to the Tennessee Regulatory Authority, referencing TRA Docket No. 01-00244.

5. Mr. Haskin agrees that he or his representative will attend the Authority Conference at which the Directors consider this Settlement Agreement.
6. In the event of any failure on the part of Mr. Haskin to comply with the terms and conditions of this agreement, the Authority reserves the right to re-open this docket. Any costs incurred in enforcing the Settlement Agreement shall be paid by Mr. Haskin. Should Mr. Haskin engage in telephone solicitations to Tennessee consumers, the Authority shall be permitted to proceed with the prosecution of these or any other violations of Tenn. Code Ann. § 65-4-404 alleged to have been committed by him or persons acting on his behalf.


Eddie Roberson
Chief, Consumer Services Division
Tennessee Regulatory Authority

3-21-02
Date


Jeremy Haskin
3-20-02
Date